

Siria L. Gutiérrez  
Nevada Bar No.11981  
**PHILLIPS, SPALLAS & ANGSTADT LLC**  
504 South Ninth Street  
Las Vegas, Nevada 89101  
(702) 938-1510

*Attorneys for Defendant  
Wal-Mart Stores, Inc.*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LIDIA BUENROSTRO,

Plaintiff,

v.

WAL-MART STORES, INC., DOES I –V and  
ROE CORPORATIONS VI-X, inclusive,

Defendants.

Case No.: 2:13-cv-00437-MMD-PAL

**STIPULATED PROTECTIVE ORDER  
BETWEEN PLAINTIFF LIDIA  
BUENROSTRO AND WAL-MART  
STORES, INC.**

IT IS HEREBY STIPULATED, by the PLAINTIFF LIDIA BUENROSTRO and DEFENDANT WAL-MART STORES, INC. through their attorneys of record that any photographs of company property, including the ceiling of Store #3473 at Plaintiff's Site Inspection on August 9, 2013, any schematics of camera locations produced via any method of written or oral discovery, and in any form, by Wal-Mart Stores, Inc. or any of its employees, affiliates, subsidiaries, agents, or attorneys, will be subject to the following limitations on disclosure:

(1) These documents and things shall be limited to the action entitled *Lidia Buenrostro v. Wal-Mart Stores, Inc.*, Case No.: 2:13-cv-00437-MMD-PAL. Any use of said materials outside of this litigation are strictly prohibited and constitute a breach of this stipulated protective order.

(2) These documents and things will not be disclosed to any person who is not a party to this action unless that person is a retained expert or consultant, in which case all provisions of this Stipulated Protective Order must be shown to that person(s) and that person(s) agree to be bound by the terms of this Stipulated Protective Order.

1           (3) These documents and things are the property of Wal-Mart Stores, Inc. and contain  
2 confidential information of Wal-Mart Stores, Inc. All copies of these documents and things  
3 produced, and excerpts therefrom, will be provided to counsel for Defendant Wal-Mart Stores, Inc. at  
4 the time the case is resolved by judgment, settlement, dismissal or otherwise.

5           (4) The parties agree that any photographs taken of the ceiling of Store #3473 at  
6 Plaintiff's Site Inspection on August 9, 2013, will be subject to the provisions of this protective order.  
7 All copies of these photographs, digital and otherwise, will be provided to counsel for Defendant  
8 Wal-Mart Stores, Inc. at the time the case is resolved by judgment, settlement, dismissal or  
9 otherwise.

10           The above-stipulated limitations on disclosure of Wal-Mart Stores, Inc. confidential  
11 information will remain in effect during the pendency of this Action and will remain in effect after  
12 the Action is terminated, by judgment, settlement, dismissal or otherwise. Upon resolution of this  
13 action, the undersigned counsel agrees that the Wal-Mart Stores, Inc. confidential information will be  
14 returned to counsel of record for Defendant Wal-Mart Stores, Inc.

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1 Violation of this Stipulated Protective Order will expose that party and/or its attorney of  
2 record to payment of moving party's incurred damages, reasonable attorneys' fees expended in  
3 enforcement of this Stipulated Protective Order and sanctions by the Court upon duly-noticed  
4 motion.

5  
6 DATED this 30th day of July, 2013

DATED this 30th day of July, 2013

7 /s/ R. Todd Terry

8 R. Todd Terry, Esq.  
9 EGLET WALL CHRISTIANSEN  
400 South Fourth Street, Suite 600  
Las Vegas, Nevada 89101  
10 *Attorneys for Plaintiff*

/s/ Siria L. Gutiérrez

Siria L. Gutiérrez, Esq.  
PHILLIPS SPALLAS & ANGSTADT  
504 South Ninth Street  
Las Vegas, Nevada 89101  
11 *Attorneys for Defendant*  
*Wal-Mart Stores, Inc.*

12 **IT IS SO ORDERED:**

13   
14 **UNITED STATES MAGISTRATE JUDGE**

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16 **DATED:** August 6, 2013